

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

## **STIPULATION FOR EXTENSION OF TIME**

**WHEREAS** the above-captioned actions involve two software dealership agreements entered into on or about January 1, 1993 (the “Agreements”) between the predecessor of Plaintiffs PracticeWorks, Inc. and SoftDent LLC (“Plaintiffs”), on the one hand, and each of Defendants Professional Software Solutions of Illinois, Inc. and Dental Medical Automation, Inc. (“Defendants”), on the other;

**WHEREAS** on April 8, 2002, Plaintiffs transmitted to each Defendant a written notice that the Agreements were being terminated in nine months, effective as of December 31, 2002, and would not be renewed for the term commencing January 1, 2003;

**WHEREAS** in July 2002, Plaintiffs made motions for partial summary judgment and for partial judgment on the pleadings;

**WHEREAS** Plaintiffs seek summary judgment on their claims, *inter alia*, for a declaration that the Agreements properly were terminated and non-renewed, effective as of December 31, 2002, and that the nine-months' notice of termination and non-renewal afforded to Defendants was reasonable and in their counterclaims, Defendants seek, *inter alia*, a declaration that the Agreements were not properly terminated and non-renewed on reasonable notice;

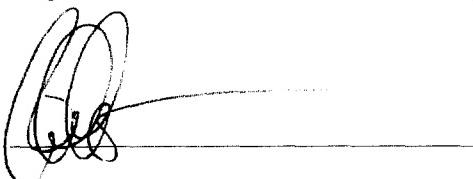
**WHEREAS** Plaintiffs' motions were fully submitted on September 27, 2002 and presently are *sub judice*;

**WHEREAS** the Court granted the parties' joint application in October 2002 to defer depositions until after Plaintiffs' motions were decided, which depositions otherwise would have had to have been completed by the discovery deadline of October 31, 2002;

**WHEREAS** in light of the approaching date in Plaintiffs' April 2002 notice for the termination and non-renewal of the Agreements, *i.e.*, December 31, 2002, Plaintiffs requested and the Court conducted on December 17, 2002 a case management conference to address how the parties should proceed under the foregoing circumstances; and

**WHEREAS** the Court advised the parties that it expected to have a decision on Plaintiffs' motions in or about mid-January 2003.

**IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned attorneys for the parties to this action, that without waiving any rights with respect to this matter, and reserving all rights available under applicable law, and in the interests of avoiding unnecessary and costly motion practice because a decision on Plaintiffs' motions is expected by mid-January, the parties hereby agree to take no action during the month of January 2003 with respect to the terminability of the Agreements until the Court's decision is issued.



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APPROVED this 8<sup>th</sup> day of January, 2002:

Judge, United States District  
For the District of Maryland